IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO.46 OF 2007

IN

WRIT PETITION NO.2128 OF 2006

Janakalyan Sahakari Bank Ltd. ...Petitioner.

vs.

Baburaj Bhaskar Panicker. ...Respondent.

Mr.Ashish Kamat i/b. M/s.V.Deshpande & Co., for petitioner.

None for Respondent.

CORAM: D.K.DESHMUKH,J.

DATED: 25th June,2007.

P.C.:-

1. By this contempt petition, the petitioner alleges that the respondent has committed breach of the consent terms entered into between the parties on the basis of which the Court disposed of the writ petition no.2128 of 2006. By those consent terms, the dates were

fixed by which the payments were to be made by the respondent. However, the learned Counsel appearing for petitioner himself stated before me that the respondent did not make payment in accordance with the schedule fixed in the consent terms and thereby, he committed default, but the petitioner went on accepting the payment till June,2007. The payments are also not accepted without prejudice to the rights and contentions or under protest.

2. In my opinion, it prima facie appears that accepting the payments without reserving rights by the petitioner will amount to give go by to the consent terms. Therefore, in my opinion, it will not be appropriate to initiate any proceedings under the Contempt of Courts Act on the allegations that the respondent has committed breach of the consent terms. The petition is disposed of.